

Serial No. 09/742,362
Docket No. FF-0113US
RYU.002

9

REMARKS

Claims 1-30 are all of the claims presently pending in the application. Claims 1-3, 5, 14-15, and 25 have been amended to more particularly define the claimed invention.

It is noted that the claim amendments are made only for more particularly pointing out the invention, and not for distinguishing the invention over the prior art, narrowing the claims or for any statutory requirements of patentability. Further, Applicant specifically states that no amendment to any claim herein should be construed as a disclaimer of any interest in or right to an equivalent of any element or feature of the amended claim.

Applicant gratefully acknowledges that claims 3, 4, 8, 11, 12, and 13 would be allowable if rewritten in independent form. However, Applicant respectfully submits that all of the claims are allowable.

Claims 1-2, 5-7, 9-10, and 26-28 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over the anonymous article "Electronic Transfer Associates Inc., Announces Details of Worldwide Marketing Agreement with Citron Inc., in view of the anonymous article, "Netcentives and the Microsoft Plaza Enter into Agreement to Drive Electronic Commerce," the anonymous article, "Microsoft: The Microsoft Plaza brings Product Returns Convenience to Online Shoppers and Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"). Claim 5 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," and Galler and further in view of www.PackageNet.com. Claim 7 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over "Electronic Transfer Associates," Netcentives," "Microsoft Plaza," and Galler and further in view of Shkedy (U.S. Patent No. 6,260,024). Claim 9 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," and Galler and further in view of official notice. Claim 10 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," and Galler and further in view of official notice. Claims 26-27 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza,"

Serial No. 09/742,362
Docket No. FF-0113US
RYU.002

10

and Galler and further in view of Scisco ("Tend the Store of World Wide Orders"). Claim 28 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," and Galler and further in view of Hess, et al. (U.S. Patent No. 6,058,417). Claims 14-24 and 29 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Scisco ("Tend the Store of World Wide Orders") in view of the anonymous article, "Netcentives and the Microsoft Plaza Enter into Agreement to Dive Electronic Commerce," and Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"). Claims 15-21 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Scisco, "Netcentives," and Galler and further in view of www.PackageNet.com and Knowles, et al. (U.S. Patent No. 5,869,819). Claims 22-24 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Scisco, "Netcentives," Galler, www.PackageNet.com, Knowles and further in view of official notice. Claim 29 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Scisco, "Netcentives," and Galler and further in view of Hess, et al. (U.S. Patent No. 6,058,417). Claims 25 and 30 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over anonymous article "Electronic Transfer Associates Inc., Announces Details of Worldwide Marketing Agreement with Citron Inc.," in view of Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?") and official notice. Claim 30 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over "Electronic Transfer Associate," Galler, and official notice and further in view of Hess, et al. (U.S. Patent No. 6,058,417)

These rejections are respectfully traversed in the following discussion.

I. THE PRIOR ART REJECTIONS

Applicants respectfully submit, that there are elements of the claimed invention which are neither taught nor suggested by the prior art references.

However, in an effort to speed prosecution, Applicants have incorporated the allowable subject matter of claim 3 into independent claims 1, 14 and 25. Specifically, claim 1 (and similarly claims 14 and 25) has been amended to recite, *inter alia*, "*wherein said presenting said virtual goods information to a buyer comprises presenting each of said*

Serial No. 09/742,362
Docket No. FF-0113US
RYU.002

11

images, which are included in said virtual goods information of a plurality of registered real goods, to said seller when said seller requests to modify said virtual goods information”.

In the “Allowable Subject Matter” section of the Office Action (see Office Action at page 18) the Examiner indicated that claims 3 and 4 would be allowable if rewritten in independent form. The Examiner indicated that none of the prior art of record taught “presenting each of the images already displayed in virtual goods information of a plurality of registered real goods to the seller when the seller requests to modify said virtual goods information”. Applicant has amended independent claims 1, 14 and 25 to include this allowable subject matter, thereby placing claims 1-30 in a condition for immediate allowance.

Applicant, however, does not admit that the cited prior art references disclose the method and system for operating a virtual shopping mall by using a computer system of claims 1-30 and urges the Examiner that claims 1, 14 and 25 have been amended only for the purpose of speeding prosecution of the Application.

Therefore, Applicant submits that the prior art references do not teach or suggest the elements of the claimed invention. Therefore, the Examiner is respectfully requested to withdraw this rejection.

II. FORMAL MATTERS AND CONCLUSION

In response to Examiner’s objections, the claims have been amended in a manner believed fully responsive to all points raised by the Examiner.

In view of the foregoing, Applicant submits that claims 1-30, all of the claims presently pending in the application, are patentably distinct over the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue at the earliest possible time.

Should the Examiner find the application to be other than in condition for allowance, the Examiner is requested to contact the undersigned at the local telephone number listed below to discuss any other changes deemed necessary in a telephonic or personal interview.

Serial No. 09/742,362
Docket No. FF-0113US
RYU.002

12

The Commissioner is hereby authorized to charge any deficiency in fees or to credit any overpayment in fees to Attorney's Deposit Account No. 50-0481.

Respectfully Submitted,

Date: October 4, 2004

Scott M. Tulino, Esq.
Registration No. 48,317

Sean M. McGinn, Esq.
Registration No. 34,386

McGinn & Gibb, PLLC
Intellectual Property Law
8321 Old Courthouse Road, Suite 200
Vienna, VA 22182-3817
(703) 761-4100
Customer No. 21254

CERTIFICATION OF FACSIMILE TRANSMISSION

I hereby certify that I am filing this Amendment by facsimile with the United States Patent and Trademark Office to Examiner Nicholas D. Rosen, Group Art Unit 3625 at fax number (703) 872-9306 this 4th day of October, 2004.



Scott M. Tulino
Reg. No. 48,317

Sean M. McGinn
Reg. No. 34,386